

Internal Revenue Service  
District Director

Department of the Treasury

1100 COMMERCE STREET  
DALLAS, TX 75242-0000

Date: **MAR 16 1990**

NATIONAL WILDLIFE ACTION  
855 BROADWAY  
BOULDER, CO 80302

Employer Identification Number:  
74-2556532  
Contact Person:  
BO TECHNICAL ASSISTOR  
Contact Telephone Number:  
(214) 767-3526

Internal Revenue Code  
Section 501(c)(4)  
Accounting Period Ending:  
August 31  
Form 990 Required:  
Yes  
Addendum Applies:  
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for

Letter 948(DO/CU)

NATIONAL WILDLIFE ACTION

the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

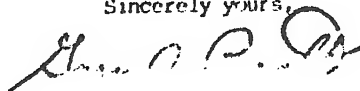
Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Gary O. Booth  
District Director

**Application for Recognition of Exemption  
Under Section 501(a)  
or for Determination Under Section 120**

90311 JAN 7 5 15 0 26 243

OMB No. 1545-0057  
Expires 3-31-89

Every organization must furnish the information specified. If any organization does not submit the information and financial data required, this application will not be considered on its merits, the organization will be notified accordingly, and the application may be returned. If you need more space for any item, you may attach additional statements. Show your name and employer identification number on all attachments.

Except as shown below, applicants must complete Parts I through IV. In addition, an organization must complete the schedule indicated below that relates to the code section under which it is applying. If a part or a line item does not apply, enter "N/A."

Central organizations applying for a group exemption letter—See Rev. Proc. 80-27, 1980-1 C.B. 672 for revisions, or get Publication 557, Tax-Exempt Status for Your Organization, available free at most Internal Revenue Service offices.

This application, if approved, will be open to public inspection. (See General Instructions.)  
You must have an organizing instrument. If you do not have an organizing instrument, do not file this application.

Check the appropriate box below to indicate the section under which you are applying.

- ☐ Section 501(c)(2)—Title holding corporations (Schedule A, page 6)
- ☒ Section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), or local associations of employees (Schedule D, page 7)
- ☐ Section 501(c)(5)—Labor, agricultural, or mechanical organizations (Schedule C, page 7)
- ☐ Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 7)
- ☐ Section 501(c)(7)—Social clubs (Schedule D, pages 7 and 8)
- ☐ Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident or other benefits to members (Schedule E, page 8)
- ☐ Section 501(c)(9)—Voluntary employees' beneficiary associations (Schedule F, page 9)
- ☐ Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident or other benefits (Schedule E, page 8)
- ☐ Section 501(c)(12)—Ebenevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G, pages 9 and 10)
- ☐ Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H, page 10)
- ☐ Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (No Schedule required)
- ☐ Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Schedule I, page 11)
- ☐ Section 501(c)(19)—A post, organization, auxiliary unit, etc. of past or present members of the Armed Forces of the United States (Schedule J, page 12)
- ☐ Section 501(c)(20)—Trust/organization for pre-paid group legal services (Part II, line 1, on Schedule M, page 13)
- ☐ Section 120—Qualified group legal services plans (Parts I, II, and Schedule L, page 14)

**Part I.—Identification (See Instructions)**

1a Full name of organization

National Wildlife Action

2a Address (number and street)

855 Broadway

2b City or town, county, state, and ZIP code

Boulder, Colorado 80302

4 Month the annual accounting period ends

August

3 Name and telephone number (including area code) of person to be contacted during business hours if more information is needed

Christine I. Egan (202) 797-5480

5 Date incorporated or formed

August 16, 1989

6 Activity codes (see back cover)

529

7 Has the organization filed Federal income tax returns or exempt organization information returns? If "Yes," state the form number(s), years filed, and Internal Revenue office where filed

Yes ☒ No

**Part II.—Type of Entity and Organizational Documents (See Instructions)**

Check the applicable entity box and attach a conformed copy of the organization's organizing document and bylaws

- ☒ Corporation—Articles of incorporation and bylaws ☐ Trust—Trust indenture ☐ Other—Constitution or articles of association and bylaws

Under the penalties of perjury, I declare that I am authorized to sign this application on behalf of the above organization and I have examined this application, including the accompanying statements, and to the best of my knowledge and belief it is true, correct and complete. (See General Instructions.)

C. E. G.

(Signature)

Secretary

(Title or authority of signer)

12/20/89

(Date)

or Paperwork Reduction Act Notice, see page 1 of the instructions

ADDENDUM TO FORM 1024, 12/18/89:  
National Wildlife Action  
855 Broadway  
Boulder, Colorado 80302

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Response to Part III, page 2, Questions 1 & 2:

National Wildlife Action was initially funded by a start-up grant from the National Wildlife Federation. In addition, six out of the seven members of the board of directors of National Wildlife Action are employees of the National Wildlife Federation.

The National Wildlife Federation is a 501(c)(3) membership organization dedicated to conservation education. National Wildlife Federation was established in 1936 and is headquartered at 1400 Sixteenth Street, N.W., Washington, D.C. 20036.

National Wildlife Action will carry forth conservation and environmental policies established by the National Wildlife Federation through its canvass and grassroots lobbying activities.

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Response to Part III, page 2, Question 3:

National Wildlife Action was created to undertake canvassing activities related to conservation and environmental issues. The National Wildlife Federation, a 501(c)(3) conservation education organization, saw a need to build citizen participation working for conservation and environmental action and to convey a conservation message to an audience not reached by the National Wildlife Federation.

The canvass operation will involve the recruitment of conservation supporters and contributors through door-to-door canvass activities. Canvassers for National Wildlife Action will solicit donations to support the programs of the organization. A membership in National Wildlife Action will also be offered under which the member will receive a conservation newsletter on a regular basis. Canvassers will also provide information to citizens on how they can take action on specific environmental issues, such as writing letters to legislators and administrators.

Continued...ADDENDUM TO FORM 1024, 11/ /89:  
National Wildlife Action  
855 Broadway  
Boulder, Colorado 80302  
Page 2

National Wildlife Action commenced canvass activities in the Boulder, Colorado area as of October, 1989. The initial project, planned for canvassing through most of the first year of operation of the canvass, concerns a federal administrative veto action on the Two Forks Project in Colorado. Over the course of the next year, the Boulder, Colorado canvass operation will grow to an estimated staff of 20 - 25 canvassers.

It is the long range objective of National Wildlife Action to operate the canvass in the Boulder, Colorado area and, concurrently, commence other canvass operations in other areas of the United States.

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Response to Part III, page 2, Question 4:

Sources of financial support are:

- An initial grant of \$370,000. from the National Wildlife Federation. No further monies will be provided to National Wildlife Action by National Wildlife Federation. The initial grant from National Wildlife Federation will be used for administrative and operational start-up expenses only, for the Boulder operation and, to the extent monies remain, for other, subsequent start-up operations.
  - All other income shall be generated by membership dues and other support from the public, solicited door-to-door by canvassers. For Fiscal Year 1990 (9/89 - 8/90), the projected income is \$309,100. This projection is based on an average of 12 canvassers on staff for an average of 20 days per month, each collecting approximately \$110. per evening.
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Continued...ADDENDUM TO FORM 1024, 11/ /89:  
National Wildlife Action  
855 Broadway  
Boulder, Colorado 80302  
Page 4

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Response to Part III, page 4, Question 12:

The purposes, other than payment of services performed or supplies furnished, for which funds of National Wildlife Action will be spent include:

- Publication and distribution of a regular (bi-monthly) conservation newsletter for members of National Wildlife Action.
- Preparation, printing and distribution of "action alert" letters concerning conservation or environmental issues requiring public response or action.
- Preparation of other educational materials concerning conservation and environmental issues.
- Conferences for canvassers, to provide training and education on conservation and environmental issues.
- Cross training programs involving other canvass operations nationwide.

**Part III.—Activities and Operational Information (Continued)**

5 List the names, titles and addresses of the officers, directors and trustees of your organization for the current year.

SEE ATTACHED

- 6 If you have capital stock issued and outstanding, state (1) class or classes of the stock, (2) number and par value of the shares, (3) consideration for which they were issued, and (4) whether any dividends have been paid or whether your creating instrument authorizes dividend payments on any class of capital stock.

NOT APPLICABLE.

- 7 State the qualifications necessary for membership in the organization, the classes of membership (with the number of members in each class) and the voting rights and privileges received. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Submit copies of any membership solicitation material. Posts or organizations applying under section 501(c)(19) and completing Schedule J, item 1d, enter "N/A" here. Attach sample copies of all types of membership certificates issued.

SEE ATTACHED.

- 8 Explain how your assets will be distributed on dissolution. (If State statutes, court decisions, organizing instruments, etc., determine the manner of distribution, state this and identify the statute, court decision, etc.) Posts or organizations applying under section 501(c)(19) and completing Schedule J, item 3b, enter "N/A" here.

State of Colorado NonProfit Statute, Article 26, Section 7-26-103, would govern. A copy is Attached.

- 9 Have you made or do you plan to make any distribution of your property or surplus funds to shareholders or members? ☐ Yes ☒ No

If "Yes," state the full details, including (1) amounts or value, (2) source of funds or property distributed or to be distributed, and (3) basis of and authority for distribution or planned distribution.

**Part III.—Activities and Operational Information (Continued)**

- 10 Does, or will, any part of your receipts represent payments for services performed or to be performed? ☒ Yes ☐ No  
 If "Yes," state in detail the amount received and the character of the services performed or to be performed.

National Wildlife Action will perform advocacy on conservation and environmental issues and initiatives.

- 11 Have you made, or do you plan to make, any payments to members or shareholders for services performed or to be performed? ☐ Yes ☒ No  
 If "Yes," state in detail the amount paid, the character of the services, and to whom the payments have been, or will be made.

- 12 State the purpose(s), other than payment for services performed or supplies furnished, for which your funds are, or will be spent.

SEE ATTACHED.

- 13 Does, or will, any part of your net income inure to the benefit of any private shareholder or individual? ☐ Yes ☒ No  
 If "Yes," explain in detail.

- 14 Do you have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions or annuities)? ☐ Yes ☒ No  
 If "Yes," describe and explain the arrangement's eligibility rules and attach a sample copy of each plan document and each type of policy issued.

- 15 Are you under the supervisory jurisdiction of any public regulatory body, such as a social welfare agency, etc? ☐ Yes ☒ No  
 If "Yes," submit copies of all administrative opinions or court decisions regarding this supervision as well as copies of applications or requests for the opinions or decisions.

- 16 Are you now or do you plan to be the lessee of any property, or the lessor of property in which you own an interest? ☒ Yes ☐ No  
 If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between your organization and the other party. Also, attach a copy of any rental or lease agreement.  
 National Wildlife Action leases office space at 855 Broadway, Boulder, CO at a rate of \$1,106.67/month from EDUCATIONAL RESOURCES CENTER, INC., an entity unrelated to National Wildlife Action. A copy of the lease is attached.

- 17 Have you spent or do you plan to spend any money attempting to influence the selection, nomination, election or appointment of any person to any Federal, State, or local public office or to an office in a political organization? ☐ Yes ☒ No  
 If "Yes," explain in detail and list the amounts spent or to be spent in each case.  
 National Wildlife Action has no plans to spend money on these types of activities at this time, although such activities may be undertaken at some future date, if deemed appropriate by the organization.



Continued...ADDENDUM TO FORM 1024, 11/ /89:  
National Wildlife Action  
855 Broadway  
Boulder, Colorado 80302  
Page 3

Response to Part III, page 3, Question 5:  
Officers and Directors:

Larry Schweiger, Chairman of the Board  
6401 White Oak Court, Frederick, MD 21701

William W. Howard, Board Member  
6518 El Nido Drive, McLean, VA 22101

David Pardoe, Board Member/Treasurer  
7166 Winter Rose Path, Columbia, MD 21045

Christine Egan, Board Member, Secretary  
1415 Montague Street, N.W., Washington, D.C. 20011

Thomas Dougherty, Vice Chairman  
1738 Silver Leaf Drive, Loveland, CO 80538

Thomas Lustig  
1742 Bear Mountain Drive, Boulder, CO 80303

Steven Blomeke, Board Member  
1715 9th Avenue  
Longmont, CO 80501

Lee Sahlaney  
3250 6th Street  
Boulder, CO 80304

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Response to Part III, page 3, Question 7:

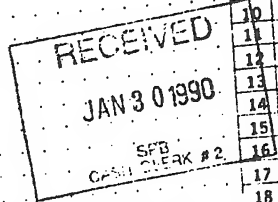
Membership in National Wildlife Action requires a contribution of \$25. Members have no voting rights. Members receive a regular newsletter from the organization. All memberships are voluntary - no group or class of persons are required to join this organization - and open to the public. The benefits of the organization will inure to its members and the community as a whole. No membership certificate has been issued by the organization nor have any solicitation materials been used.

**Part IV.—Financial Data (See instructions)**

**Note:** Complete separate financial statements for the current year and for each of the three immediately preceding years. If the organization has been in existence for less than four years, complete the statements only for those years in existence. If the organization has been in existence for less than one year, also provide proposed budgets for the two years following the current year. **SEE ATTACHED**

**Statement of Support, Revenue, and Expenses for the period beginning** ..... 19 .....  
**and ending** ..... 19 .....  
 (If you prepare a statement of support, revenue, and expenses which is more descriptive and detailed than the statement below, you may submit that statement in place of this one.)

Support and Revenue		
1	Gross dues and assessments of members	1
2	Gross contributions, gifts, etc.	2
3	a Gross amounts derived from activities related to the organization's exempt purpose (attach schedule)	3c
	b Minus cost of sales	4c
4	a Gross amounts from unrelated business activities (attach schedule)	
	b Minus cost of sales	5c
5	a Gross amount received from sale of assets, excluding inventory items (attach schedule)	6
	b Minus cost or other basis and sales expense of assets sold (attach schedule)	7
6	Investment income (see instructions)	8
7	Other revenue (attach schedule)	9
8	Total support and revenue	10
Expenses		
9	Contributions, gifts, grants, and similar amounts paid (attach schedule)	11
10	Disbursements to or for the benefit of members (attach schedule)	12
11	Compensation of officers, directors, and trustees (attach schedule)	13
12	Other salaries and wages	14
13	Interest	15
14	Rent	16
15	Depreciation and depletion	17
16	Other expenses (attach schedule)	18
17	Total expenses	
18	Excess of support and revenue over expenses (line 8 minus line 17)	



Balance Sheet (at the end of the period shown above)		
Assets		
19	Cash a Interest bearing accounts	19a
	b Other	19b
20	Accounts receivable, net	20
21	Investments	21
22	Bonds and notes (attach schedule)	22
23	Corporate stocks (attach schedule)	23
24	Mortgage loans (attach schedule)	24
25	Other investments (attach schedule)	25
26	Depreciable and depletable assets (attach schedule)	26
27	Land	27
28	Other assets (attach schedule)	28
29	Total assets	29
Liabilities		
30	Accounts payable	30
31	Contributions, gifts, grants, etc., payable	31
32	Mortgages and notes payable (attach schedule)	32
33	Other liabilities (attach schedule)	33
34	Total liabilities	34
Fund Balances or Net Worth		
35	Total fund balances or net worth	35
36	Total liabilities and fund balances or net worth (line 34 plus line 35)	36

36 Total liabilities and fund balances or net worth (line 34 plus line 35)  
 If there has been any substantial change in any aspect of your financial activities since the period shown above ended, check the box and attach a detailed explanation. ☐

**Schedule A Organizations described in section 501(c)(2) (Title holding corporations)**

Page 6

- 1 State below the complete name, address and employer identification number of each organization for which title to property is held and the number and class(es) of shares of your stock held by each organization.
- 2 If within the past five years shares of stock in your organization have been held by persons other than organizations listed in 1 above, list below the names and addresses of these persons. Also, show the number and class(es) of shares of capital stock held by each person, the years held, the dividends payable in each year and the dates paid.
- 3 State whether the net annual income is or will be turned over to the organization for which title to property is held and, if not, the purpose for which the income is or will be held.
- 4 State the purpose(s) of each organization for which title to property is held as shown in its governing instrument and the Code section(s) under which each is classified as exempt from Federal income tax.

**Schedule B Organizations described in section 501(c)(4) (Civic leagues, social welfare organizations (including posts, councils, etc. of veterans' organizations not qualifying or applying for exemption under section 501(c)(19)) or local associations of employees.)**

- 1 Have you engaged in or do you plan to engage in any activities on behalf of, or in opposition to, any candidate for public office? ☐ Yes ☒ No  
If "Yes," describe in detail the nature and extent of the activities.
- At this time, National Wildlife Action has no plans to engage in activities of this type.
- 2 Has the Service previously issued a ruling or determination letter recognizing you (or any predecessor organization listed in item 1 of Part III) to be exempt under section 501(c)(3) and later revoked that recognition of exemption on the basis that you (or your predecessor) were carrying on propaganda or otherwise attempting to influence legislation? ☐ Yes ☒ No  
If "Yes," indicate the earliest tax year for which recognition of exemption under Section 501(c)(3) was revoked and the IRS district office that issued the revocation.
- 3 Do you perform or do you plan to perform (for members, shareholders, or others) particular services, such as maintaining the common areas of a condominium, buying food or other items on a cooperative basis, providing recreational facilities or transportation services, job placement, or other similar undertakings? ☐ Yes ☒ No  
If "Yes," explain the activities in detail, including income realized and expenses incurred. Also, explain in detail the nature of the benefits to the general public from these activities. (If the answer to this question is explained in Part III (pages 2, 3, and 4), enter the page and item number here.)

(Continued on next page)

TO: NWF HQ

RECEIVED TEL 13:14 (D:NWF CLINIC BOULDER TEL NO:

303 492 2119 #124 P28

**NATIONAL WILDLIFE ACTION**

**FINANCIAL STATEMENTS**

**FOR THE MONTH ENDED DECEMBER 31, 1989 AND THE PERIOD  
FROM INCEPTION (AUGUST 14, 1989)  
TO DECEMBER 31, 1989**

RECEIVED

JAN 3 0 1990

TO: NWF HQ

13118 (D:NWF CLINIC BOULDER TEL NO:

203 452 2118 #184 P11

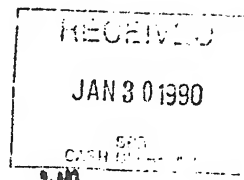
NATIONAL WILDLIFE ACTION  
BALANCE SHEET  
DECEMBER 31, 1989

## ASSETS

CURRENT ASSETS		
CASH CHECKING	1,493	
CASH PAYROLL	334	
CASH MONEY MARKET	317,847	
DEPOSITS	0	
PETTY CASH	300	
PREPAID EXPENSES	5,204	
ACCOUNTS RECEIVABLE-OFFICER	0	
	-----	
TOTAL CURRENT ASSETS		325,178
FURNITURE AND EQUIPMENT		
FURNITURE & FIXTURES	2,000	
COMPUTER EQUIPMENT & SOFTWARE	18,935	
ACCUMULATED DEPRECIATION	(1,361)	
	-----	
		20,347
		-----
		345,525
		=====

## LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	0	
FICA/PAY PAYABLE	2,640	
FUTA PAYABLE	237	
BUTA PAYABLE	130	
STATE WITHHOLDING PAYABLE	590	
ACCUMULATED PAYROLL	2,326	
NOTE PAYABLE - AFCD	2,764	
	-----	
TOTAL CURRENT LIABILITIES		9,487
FUND BALANCE, UNRESTRICTED		
	-----	
		336,036
		-----
		345,525
		=====



SEE ACCOMPANYING ACCOUNTANTS' REPORT.

TO: NWF HQ

RECEIVED TEL 13:19 ID: NWF CLINIC BOULDER TEL NO:

303 432 2119 #134 P13

NATIONAL WILDLIFE ACTION  
STATEMENT OF SUPPORT, REVENUE AND  
EXPENSES, AND CHANGES IN FUND BALANCE  
FOR THE PERIOD ENDING DECEMBER 31, 1989

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
TAXES - STATE UNEMPLOYMENT	380	411	930	1,083
TAXES - NIRC	0	0	890	0
TELEPHONE	330	442	1,316	1,667
TELEPHONE - LEASE	0	142	329	567
TRAINING & EDUCATION	2,160	0	2,160	0
TRAVEL/LODGING/MEETINGS	0	0	99	0
SUPPLIES	0	0	0	0
TOTAL OPERATING EXPENSES	21,255	25,276	73,707	84,876
OTHER INCOME & EXPENSE				
INTEREST INCOME	(1,751)	0	(17,220)	0
INTEREST EXPENSE	39	0	134	0
TOTAL OTHER INCOME & EXPENSE	(1,712)	0	(17,086)	0
TOTAL EXPENSES	19,543	25,276	66,621	84,876
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES	(5,301)	(10,646)	336,036	312,004
FUND BALANCE, BEGINNING	0	0	0	0
FUND BALANCE, ENDING	(5,301)	(10,646)	336,036	312,004

JAN 30 1990

SEE ACCOMPANYING ACCOUNTANTS' REPORT.

TO: NWF HQ

12/11/89 TEL 13:17 ID:NWF CLINIC BOULDER TEL NO:

303 492 2118 #134 P12

NATIONAL WILDLIFE ACTION  
STATEMENT OF SUPPORT, REVENUE AND  
EXPENSES, AND CHANGES IN FUND BALANCE  
FOR THE PERIOD ENDING DECEMBER 31, 1989

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
PUBLIC SUPPORT AND REVENUE				
DONATIONS	14,242	14,630	25,657	31,680
GRANT PROCEEDS	0	0	367,000	367,300
TOTAL PUBLIC SUPPORT AND REVENUE	14,242	14,630	402,657	399,000

## EXPENSES

OPERATING EXPENSES				
SALARIES - PRESIDENT	4,011	3,900	18,308	18,375
SALARIES - CANVASS DIRECTOR	0	0	0	0
SALARIES - OFFICE MANAGER	1,731	1,500	4,500	4,500
SALARIES - FIELD MANAGER	2,088	2,644	7,061	5,888
SALARIES - TRAINER	981	0	1,655	1,813
SALARIES - COMMISSIONER	3,886	3,960	8,638	12,988
BONUSES	1,719	825	2,188	2,088
ACCOUNTING / PAYROLL SERVICES	0	350	717	1,138
ADVERTISING	149	800	721	2,745
AUTO EXPENSES	289	480	625	630
AUTO RENTAL	1,137	1,098	2,367	2,745
BANK CHARGES	20	0	47	0
COMPUTER SUPPLIES	0	0	0	0
CROSS TRAINING	0	500	988	1,000
DEPRECIATION	349	0	1,396	0
EDUCATIONAL MATERIALS	0	100	0	0
EMPLOYEE BENEFITS	0	0	0	0
INSURANCE - BUILDING & CONT	58	58	196	231
INSURANCE - HEALTH	(143)	1,667	71	3,000
INSURANCE - AUTO	78	0	430	0
INSURANCE - LIABILITY	0	393	0	983
INSURANCE - MOTORIST'S COV	67	176	371	681
INSURANCE - EMPLOYEE BONDING	0	167	155	500
LEGAL EXPENSES	0	0	0	0
LICENSES & FEES	5	0	8	0
MEALS	20	0	20	0
NEWSLETTERS	0	1,197	0	2,392
OFFICE SUPPLIES	0	60	2,872	1,979
PHOTOCOPYING/MAINTENANCE	163	300	446	1,200
PRINTING	0	200	380	1,400
PROPERTY TAXES	0	0	0	0
RENT - EQUIPMENT	0	0	0	0
RENT - OFFICE	1,187	1,187	3,570	3,570
REAL ESTATE BROKER	0	0	714	719
REPAIRS & MAINTENANCE	0	0	917	1,000
START UP COSTS-MOVING EXPENSES	0	0	2,346	2,346
TAXES - FEDERAL UNEMPLOYMENT	103	81	826	267
TAXES - FICA EMPLOYER	1,348	1,084	2,086	2,000

JAN 1990

SEE ACCOMPANYING ACCOUNTANTS' REPORT.

TO: NWF HQ

RECEIVED THE 13:19 10:11NFW CLINIC BOULDER TEL NO:

303 492 2113 #184 #14

NATIONAL WILDLIFE ACTION  
STATEMENT OF CASH FLOWS  
PERIOD FROM INCEPTION  
(AUGUST 14, 1989) TO DECEMBER 31, 1989

Cash flows from operating activities:		1336,036
Excess of Public Support and Revenue over Expenses		
Adjustments to reconcile excess of public support and revenue over expenses to net cash provided by operating activities:		
Depreciation	61,296	
(Increase)decrease in other assets	(5,894)	
Increase(decrease) in accounts payable	0	
Increase(decrease) in other liabilities	6,723	
Total adjustments		2,915
Net cash provided by operating activities		338,951
Cash flows used in investing activities:		
Purchases of furniture and equipment	(21,743)	
Net cash used in investing activities		(21,743)
Cash flows from financing activities:		
Borrowing from NWC	2,766	
Net cash provided by financing activities		2,766
Net increase in cash and cash equivalents		319,974
Cash and cash equivalents at beginning of period		0
Cash and cash equivalents at end of period		319,974

JAN 6 1990

SEE ACCOMPANYING ACCOUNTANTS' REPORT



TO: NWF HQ

DATE: 11-18-83 TEL: 13:19 TO: NWF CLINIC BOULDER TEL NO:

303 492 2119 #194 P15

**NATIONAL WILDLIFE ACTION**

**SELECTED INFORMATION  
Substantially All Disclosures  
Required by Generally Accepted  
Accounting Principles are Not Included**

**1 - Summary of Significant Accounting Policies**

**Basis of Accounting**

National Wildlife Action ("NWA") was incorporated August 14, 1989 as a Colorado nonprofit corporation. NWA was formed for the purpose of promoting social welfare within the meaning of Section 501(C)(4) of the Internal Revenue Code, and therefore, is not subject to income tax.

The financial statements of NWA have been prepared on the accrual basis. Unrestricted donations and grants have been recognized as support or revenues in the month received.

**SEE ACCOMPANYING ACCOUNTANTS' REPORT.**

NWA THREE YEAR PROJECTION

EXPENSES	FY90	FY91	FY92
NWA PRESIDENT SALARY	\$39,375	\$41,600	\$43,100
CANVASS DIRECTOR SALARY	\$12,498	\$25,000	\$26,000
OFFICE MANAGER SALARY	\$16,570	\$20,000	\$20,800
FIELD MANAGER SALARY	\$39,660	\$83,200	\$129,792
TRAINER SALARY	\$36,390	\$78,000	\$121,680
CANVASSER SALARY	\$85,640	\$217,500	\$139,300
FEDERAL UNEMPLOYMENT	\$1,368		
FICA EMPLOYER	\$18,445		
STATE UNEMPLOYMENT	\$6,389		
PAYROLL TAXES	\$26,201	\$26,100	\$40,710
TOTAL SALARIES	\$256,261	\$491,400	\$721,528
BONUSES	\$15,540	\$77,500	\$11,625
RENT	\$12,209	\$15,000	\$15,000
REAL ESTATE BROKER	\$715	\$0	\$0
OFFICE WALL REMOVAL	\$1,000	\$0	\$0
AUTOMOBILE LEASE	\$11,529	\$14,400	\$21,600
AUTOMOBILE LEASE	\$1,200	\$1,500	\$2,000
GASOLINE	\$3,720	\$4,800	\$7,200
AUTOMOBILE RENTAL	\$1,647	\$0	\$0
CROSS TRAINING	\$5,000	\$5,000	\$7,500
TRAVEL, LODGING, MEETINGS	\$10,000	\$10,000	\$15,000
ADVERTISING	\$9,145	\$10,000	\$10,000
TELEPHONE LEASE	\$1,700	\$2,000	\$2,000
TELEPHONE SERVICE	\$2,526	\$2,500	\$3,000
LONG DISTANCE	\$2,300	\$2,000	\$2,000
INSURANCE-			
OFFICE POLICY	\$693	\$800	\$1,000
WORKERS' COMP.	\$2,042	\$4,000	\$6,000
AUTOMOBILE	\$4,128	\$6,000	\$9,000
EMPLOYEE BONDING	\$1,834	\$3,000	\$4,000
HEALTH	\$18,334	\$25,000	\$30,000
EDUCATIONAL MATERIALS	\$1,200	\$3,000	\$5,000
NEWSLETTERS	\$25,290	\$30,000	\$40,000
PRINTING	\$3,800	\$5,000	\$7,000
COPYING COSTS	\$3,900	\$6,000	\$8,000
OFFICE SUPPLIES	\$3,249	\$5,000	\$6,000
POSTAGE	\$735	\$2,000	\$3,000
OVERNIGHT SERVICE	\$110	\$500	\$750
ACCOUNTING/PAYROLL SERVICES	\$3,938	\$6,000	\$8,000
REIMBURSEMENT TO NWF	\$20,060	\$0	\$0
FURNITURE	\$3,356	\$1,000	\$1,000
COMPUTER HARDWARE/SOFTWARE	\$20,000	\$1,000	\$1,000
TOTAL CAPITAL COSTS	\$23,706	\$2,000	\$2,000
<b>TOTAL EXPENSES</b>	<b>\$713,364</b>	<b>\$734,400</b>	<b>\$948,203</b>
REVENUE:			
GRANT-NWF	\$372,000		
<b>TOTAL CONTRIBUTION INCOME</b>	<b>\$309,000</b>	<b>\$840,000</b>	<b>\$1,200,000</b>
<b>NET</b>	<b>\$207,636</b>	<b>\$105,600</b>	<b>\$251,797</b>

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JAN 27 1989

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JAN 30 1990

- 4 If you are claiming exemption as a local association of employees, state the name and address of each employer whose employees are eligible for membership in the association. If employees of more than one plant or office of the same employer are eligible for membership, give the address of each plant or office.

Not Applicable

**Schedule C** Organizations described in section 501(c)(5) (Labor, agricultural, including fishermen's organizations, or horticultural organizations) or section 501(c)(6) (Business leagues, chambers of commerce, etc.)

- 1 Describe any services you perform or plan to perform for members or others. These services may include furnishing credit reports, collecting accounts, inspecting products, conducting advertising, buying or selling merchandise or other similar undertakings. (If the description of the services is contained in Part III (pages 2, 3 and 4), enter the page and item number here.)

- 2 Submit representative copies of any publication (newsletters, trade journals, yearbooks, membership directories, etc.) distributed to members or other interested parties.

- 3 Fishermen's organizations only.—When aquatic resources (not including mineral) are cultivated or harvested by those eligible for membership in your organization:

- 4 Labor organizations only.—If you agree, attach

or the terms of a collective bargaining agreement, attach a copy of the latest

**Schedule D** Organizations described

501(c)(7) (Social clubs)

- 1 Have you entered or do you plan to enter property and/or activities, such as restaurants, lodges, etc.?  
If "Yes," attach a copy of the contract or agreement below.

contract or agreement for the management or operation of your  
clubs, lodges, etc. ☐ Yes ☐ No  
If one has not yet been drawn up, please explain your plans

- 2 Do you seek or plan to seek public patronage of your facilities by advertisement or otherwise?  
If "Yes," attach sample copies of the advertisements or other requests. If you have none as yet, please explain your plans below. ☐ Yes ☐ No

## Schedule D (Continued)

Page 8

- 3a Are nonmembers other than guests of members permitted or will they be permitted to use the club facilities or participate in or attend any functions or activities conducted by the organization? ☐ Yes ☐ No  
If "Yes," describe the functions or activities in which there has been or will be nonmember participation or admittance. (Submit a copy of your house rules, if any.)

- b State the amount of nonmember income included in Part IV, lines 3 and 4. \_\_\_\_\_  
c Enter the percent of gross receipts from nonmembers for the use of club facilities\* \_\_\_\_\_ %  
d Enter the percent of gross receipts received from investment income and nonmember use of the club's facilities\* \_\_\_\_\_ %

\*Gross receipts, for the purposes of this part of question 3, includes all income other than initiation fees, contributions to capital, and amounts received from unusual transactions, such as from the sale of club owned real estate.

- 4a Does your charter, bylaws, other governing instrument, or any written policy statement of your organization contain any provision which provides for discrimination against any person on the basis of race, color, or religion? ☐ Yes ☐ No  
b If "Yes," state whether or not its provision will be kept.

- c If you have such a provision which will be repealed, deleted, or otherwise stricken from your requirements, state when this will be done. \_\_\_\_\_  
d If you formerly had such a requirement and it no longer applies, give the date it ceased to apply. \_\_\_\_\_  
e If the organization restricts its membership to members of a particular religion, check here and attach the explanation specified in the instructions.

**Schedule E Organizations described in section 501(c)(8) or 501(c)(10) (Fraternal societies, orders, or associations)**

- 1 Are you a college fraternity or sorority, or chapter of a college fraternity or sorority? ☐ Yes ☐ No  
If "Yes," read the instructions for Schedule E before completing this schedule.  
2 Does or will your organization operate under the lodge system? ☐ Yes ☐ No  
If "No," does or will it operate for the exclusive benefit of the members of an organization operating under the lodge system? ☐ Yes ☐ No  
3 In the case of a subordinate or local lodge, etc., attach a certificate signed by the secretary of the parent organization, under the seal of the organization, certifying that the subordinate lodge is a duly constituted body operating under the jurisdiction of the parent body.  
4 In the case of a parent or grand lodge, attach a schedule for each subordinate lodge in active operation showing: (a) its name and address, (b) the number of members in it, and (c) how often it holds periodic meetings.

# STATE OF COLORADO

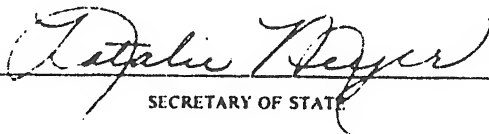
DEPARTMENT OF  
STATE

## CERTIFICATE

I, NATALIE MEYER, *Secretary of State of the State of Colorado* hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF INCORPORATION TO NATIONAL WILDLIFE ACTION, A NONPROFIT CORPORATION.

Dated: AUGUST 16, 1989

  
\_\_\_\_\_  
SECRETARY OF STATE

NONPROFIT

ARTICLES OF INCORPORATION  
of  
NATIONAL WILDLIFE ACTION

To: State of Colorado  
Secretary of State  
Nonprofit Corporate Division  
1560 Broadway, Suite 200  
Denver, CO 80202

I, the undersigned natural person, of the age of eighteen years or more, acting as incorporator of a non profit corporation adopt the following Articles of Incorporation for such corporation pursuant to the COLORADO NONPROFIT CORPORATION ACT:

Article I

The name of the Corporation is NATIONAL WILDLIFE ACTION (hereinafter referred to as the "Corporation").

Article II

The period of duration of the Corporation is perpetual.

Article III

The purposes of the Corporation are to promote social welfare within the meaning of section 501(c)(4) of the Internal Revenue Code of 1954, as amended, or successor provisions thereto, through the following nonprofit activities:

- A. Educating the citizens of the nation through the dissemination of information on the environment and conservation issues at the local and regional level.
- B. Providing a vehicle for activism on conservation issues in the political process.
- C. Developing and exchanging knowledge among conservation organizations on the use and management of canvassing operations in the conservation arena.
- D. Doing all other things allowable under section 501(c)(4) of the Internal Revenue Code of 1954, as amended, or successor provisions thereto, in furtherance of the foregoing activities to promote social welfare.

Article IV

The Corporation shall have all the corporate powers provided under the Colorado Nonprofit Corporation Act, Colorado Revised Statutes, Title 7, Articles 20 et. seq. (1973) or successor provisions thereto.

COMPUTER UPDATE COMPLETE  
RA

#### Article V

The affairs of this Corporation shall be managed by its Board of Directors. The number of Directors and the manner of choosing directors shall be set forth in the By-laws.

#### Article VI

Except as provided by law or these Articles, the internal affairs of the Corporation shall be regulated and determined as provided in the By-laws of the Corporation.

#### Article VII

The Corporation may be dissolved upon passage by a majority vote of the Board of Directors of a resolution directing its dissolution. Upon dissolution, the assets of the Corporation shall be applied and distributed in accordance with law and the By-laws of the Corporation.

#### Article VIII

The address of the Corporation's initial registered office is: 1400 Glenarm Place, Denver, Colorado 80202. The name of its initial registered agent at such address is the Prentice Hall Corporate Systems, Inc., a corporation which has the authority to act as a registered agent in the Colorado.

#### Article IX

The private property of the officers, directors and affiliates of the Corporation shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation.

#### Article X

The Corporation shall have an initial Board of Directors of 6 persons, who shall serve as the initial directors until their successors are appointed in accordance with the provisions of Article V and the By-Laws. The names and addresses of the initial directors are as follows:

William W. Howard  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036

Larry J. Schweiger  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036

David Pardoe  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036

Christine L. Egan  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036

Thomas Dougherty  
Box 401, Fleming Law Building  
Boulder, CO 80304-0401

Steve Blomeke  
1560 Broadway, Suite 765  
Denver, CO 80202

Article XI

The name and address of the Incorporator of the Corporation is:

Christine L. Egan  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036

IN WITNESS WHEREOF, I have hereunto set my hand of this  
1<sup>st</sup> day of August, 1989.

CLE S  
Christine L. Egan

County of Fairfax                    )  
Commonwealth of Virginia        ) ss:

I, Patricia J. Markins, a Notary Public, hereby certify that on  
the 15<sup>th</sup> day of August, 1989, Christine L. Egan personally  
appeared before me and, being by me first duly sworn, declared  
that she signed the foregoing Articles of Incorporation of Na-  
tional Wildlife Action as incorporator, and that the statements  
therein contained are true.

Patricia J. Markins  
Notary Public

(Notary Seal)

My commission expires: June 15, 1993



ARTICLES OF INCORPORATION  
of  
NATIONAL WILDLIFE ACTION

To: State of Colorado  
Secretary of State  
Nonprofit Corporate Division  
1560 Broadway, Suite 200  
Denver, CO 80202

I, the undersigned natural person of the age of eighteen years or more, acting as incorporator of a non profit corporation adopt the following Articles of Incorporation for such corporation pursuant to the COLORADO NONPROFIT CORPORATION ACT:

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Boulder, CO 80304-0401


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1560 Broadway, Suite 765  
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Article XI

The name and address of the Incorporator of the Corporation is:

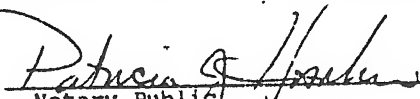
Christine L. Egan  
1400 Sixteenth Street, N.W.  
Washington, D.C. 20036

IN WITNESS WHEREOF, I have hereunto set my hand of this  
14<sup>th</sup> day of August, 1989.

  
Christine L. Egan

County of Fairfax                     )  
  ) ss:  
Commonwealth of Virginia        )

I, Patricia J. Harkins, a Notary Public, hereby certify that on the 15<sup>th</sup> day of August, 1989, Christine L. Egan personally appeared before me and, being by me first duly sworn, declared that she signed the foregoing Articles of Incorporation of National Wildlife Action as incorporator, and that the statements therein contained are true.

  
Notary Public

(Notary Seal)

My commission expires: June 15, 1993

BY-LAWS  
of  
NATIONAL WILDLIFE ACTION

ARTICLE I

OFFICES

The Corporation may establish and maintain such offices or places of business, within or without the State of Colorado, in addition to its registered office, as the Board of Directors or authorized officer shall, from time to time, determine are necessary or convenient to the accomplishment of the Corporation's purposes.

ARTICLE II

MEMBERSHIP

The Corporation shall have one class of non-voting members. Members shall qualify by the payment of dues set from time to time by the Corporation's Board of Directors.

ARTICLE III

BOARD OF DIRECTORS

(1) Powers

The business and affairs of the Corporation shall be under the direction of the Board, which may exercise all powers of the Corporation and do all such lawful acts and things as are not prohibited by statute or by the Articles of Incorporation or these By-laws, including but not limited to:

- (a) Formulating the general operating policy of the Corporation;

- (b) Approving the annual budget of the Corporation;
- (c) Electing officers of the Corporation;
- (d) Designating committees as it deems necessary;
- (e) Amending the By-laws as required and permitted under these By-laws;
- (f) Determining, designating, and directing such other matters as are relevant to the Corporation's purposes and functions.

(2) Number and Term

The number of Directors of the Corporation shall be seven

- (7). The number of Directors may be increased or decreased from time to time by amendment to the By-laws but in no event be less than four (4) nor more than fifteen (15). The term shall be two (2) years for each Director.

(3) Quorum

A majority of the membership of the Board of Directors shall constitute a quorum and shall have the power to transact business.

(4) Vacancies and Elections

Any vacancy occurring on the Board of Directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by an affirmative vote of a majority of the Directors on the Board at the time the vacancy occurred.

(5) Resignation and Removal of Directors

- (a) Any Director may resign at any time. Such resignation shall be made in writing, submitted to the Secretary and shall take effect at the time specified therein, or

if no time is specified, at the time of its receipt by the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

(b) Any Director may be removed, with or without cause, by a vote of a majority of the remaining members of the Board at any meeting of the Board of Directors, provided that notice of the meeting indicates the matter shall be considered.

(6) Compensation

Members of the Board of Directors shall not receive compensation for their services as Directors but shall receive reimbursement for expenses incurred in connection therewith if previously authorized by the Board.

(7) Organizational Meeting

Within three months after issuance of the Corporation's certificate of incorporation, a majority of the initial Board of Directors named in the Articles of Incorporation shall call a meeting of the initial Board of Directors for the purpose of adopting these By-laws, electing officers, and the transaction of such other business as may come before the meeting. The initial Directors calling the meeting shall give at least three (3) days notice thereof by mail to each initial Director, which notice shall state the time and place of the meeting, unless all of the initial Directors waive such notice in writing.

(8) Regular Meetings

Regular meetings of the Board shall be held either within or without the State of Colorado no less than twice per year at such place and on such date each year as the

Board of Directors shall establish. Notice of any regular meeting shall be given in writing at least ten (10) days in advance unless all Directors shall, in writing, waive the requirements for notice and need not specify the business to be transacted

(9) Special Meetings

Special meetings of the Board of Directors may be called by the Chairman of the Board or at the written request of three (3) Directors. The Chairman or Directors calling the special meeting may fix the place for holding the special meeting. Notice of any special meeting shall be given in writing at least fifteen (15) days in advance unless all Directors shall, in writing, waive the requirements for notice and shall specify the business to be transacted at the special meeting.

(10) Telephone meetings

Members of the Board may participate in any regular or special meeting of the Corporation by telephone or any other means of communication by which all persons participating in the meeting can hear one another and be heard. Participation in the meeting pursuant to this section shall constitute presence in person at such meeting. Notice of any meeting to be held with one or more members participating by telephone must be given to each Director not less than five (5) days prior to the date of such meeting.

(11) Action without a Meeting

Any action required which may be taken at a meeting of the Directors of the Corporation may be taken without a

meeting if the consent in writing, setting forth the action so taken, is signed by all directors. This consent shall have the same force and effect as a unanimous vote of the Board of Directors.

(12) Notice; Waiver

Whenever any notice of a meeting of the Board is required to be given under provisions of the Articles of Incorporation or these By-laws, (a) such notice shall be given by any means reasonably calculated to give actual notice to the director at his or her address as it appears on the records of the Corporation and, unless otherwise provided in these By-laws, at least ten (10) days before the date designated for such meeting, or (b) a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, shall be equivalent to the giving of such notice. Notice shall be deemed given at the time when the same is deposited in the United States mail with postage thereon prepaid, or delivered by hand, telegraph, facsimile transmission or overnight express transit. Every notice of a special meeting shall set forth the business to be transacted at, and the purpose of, such special meeting. Presence at any meeting without objection shall also constitute waiver of any required notice.

**ARTICLE IV**

OFFICERS

(1) President, Vice President, Secretary and Treasurer  
The Board of Directors shall appoint a President, Vice



President, a Secretary, and a Treasurer, each of whom shall serve for two years or until a successor is elected. Any two or more offices may be held by the same person, except the offices of President and Secretary. Any one or more of the officers of the Corporation may be held by ex-officio members of the Board of Directors. The Board of Directors shall also have the authority to remove, with or without cause, any officer of the Corporation in order to serve the best interests of the Corporation.

(2) Duties of President and Vice President

The President of the Corporation shall perform such duties as are authorized and directed by the Board of Directors. The Vice President shall, in addition to such other duties as the Board may, from time to time assign, generally assist the President and serve in the President's stead, in the President's absence or upon the President's resignation or disability.

(3) Secretary

The Secretary shall have such powers and shall perform such duties as the Board may delegate to that office and shall issue calls for meetings and keep a record of meetings of the Board. Prior to relinquishing office or upon the election of a successor, the Secretary shall deliver to his or her successor or the President or Vice President, all books, papers, records and other property belonging to the Corporation in his or her possession. The Secretary shall not be required to furnish bond unless required by the Board.

(4) Treasurer

The Treasurer, or a delegate approved by the Board and supervised by the Treasurer, shall receive and safely keep all money, causes in actions, and intangible personal property belonging to the Corporation; collect and safely keep all dues paid to the Corporation; and, upon receipt of a warrant signed by the President or other officer or employee authorized by the Board of Directors to direct the payment of debts of the Corporation or the transfer of funds, make payments or transfers in accordance with such warrants. The Treasurer, or the Treasurer's delegate, may with approval of the Board of Directors open such bank accounts as he or she shall deem necessary or convenient to the performances of the duties of the Treasurer. The Treasurer shall also keep, or cause to be kept, accurate accounts of the finances of the Corporation in books designed for that purpose, hold those books and other records open for inspection by the President or the Board of Directors and present abstracts thereof at the regular or special meetings of the Board of Directors. The Treasurer, or the delegate approved by the Board of Directors, or both, shall, if required, post bond or other surety in an amount satisfactory to the Board of Directors for the faithful performances of the duties of the office and shall, prior to the relinquishment of the office or the election and qualification of a successor deliver all money and other property of the Corporation in his or her hands to his or her successor

or to the President or Vice President. The cost of any bond or surety required by the Board shall be paid by the Corporation.

(5) Directors and Employees

The Board of Directors may, from time to time, designate one or more of its members to assist any one or more of the officers in the conduct of the duties. It may, in addition, secure such professional services and advice as it deems necessary or desirable on such terms and conditions as it determines are reasonable and hire such persons on a full- or part-time basis on terms and conditions including salary or other compensation as it determines is fair and reasonable to conduct the affairs of the Corporation in accordance with its directions. No employee of the Corporation may, while employed by the Corporation, serve as a Director of the Corporation.

(6) Compensation

Officers of the Corporation shall not receive compensation for their services as such, nor shall they be entitled to reimbursement for expenses reasonably incurred in connection therewith, unless previously authorized by the Board, provided that any employee, including an employee serving as an officer of the Corporation, shall receive reasonable compensation for services actually rendered.

ARTICLE V

INDEMNIFICATION

(1) Indemnification The Corporation shall indemnify any person made, or threatened to be made, a party to an

action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person, or person's testator or intestate, is or was a director, officer, employee or agent of the Corporation or serves or served any other enterprise at the request of the Corporation, against all expenses, including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement incurred in connection with such action, suit or proceeding, except in relation to matters in which such person shall be adjudged in such action, suit or proceeding to be liable for intentional wrongdoing or gross misconduct in the performance of a duty, to the full extent permitted by the Colorado Nonprofit Corporations Act. The indemnification provided by this Article V shall not be exclusive of any other right of indemnification to which any person may be entitled, including without limitation under any statute, contract or resolution of the Board, indemnification by legal entities other than the Board and indemnification under any policy of insurance.

(2) Insurance The Corporation may purchase and maintain insurance in such amounts as the Board determine to be appropriate on behalf of any director, officer, employee or agent to insure against any liability asserted against such person by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or serves or served any other enterprise at

the request of the Corporation. The Corporation is also authorized to purchase and maintain insurance on its own behalf against any liability it may have.

#### ARTICLE VI

##### THE FISCAL YEAR

The fiscal year of the Corporation shall be set from time to time by the Board of Directors.

#### ARTICLE VII

##### AMENDMENTS

###### (1) Articles of Incorporation

The Articles of Incorporation of the Corporation may be amended or restated, in whole or in part, by the vote of a majority of the directors in office at any meeting of the Board duly called. Any proposed change to the Articles of Incorporation must be sent to each member of the Board with the notice of the meeting of the Board at which the change would be considered.

###### (2) By-laws

These By-laws may be amended, repealed or altered, in whole or in part, and new By-laws may be adopted, by a majority of the votes cast at any meeting of the Board duly called and at which a quorum is present. Any proposed change to the By-laws must be sent to each member of the Board with the notice of the meeting of the Board at which the change would be considered.

ARTICLE VIII

PARLIAMENTARY AUTHORITY

Meetings of the Corporation and its Board of Directors and the conduct of its affairs shall be governed by the laws of Colorado and the United States of America, the Articles of Incorporation not inconsistent with the foregoing, these by-laws not inconsistent with either of the foregoing and the rules set out in the then current Roberts Rules of Order, Newly Revised as published by the Scott, Foresman and Company to the extent they are applicable and are not inconsistent with any of the foregoing authorities or any special rules of order adopted from time to time by this Corporation.

The foregoing By-laws were adopted by the Board of Directors on the 31<sup>st</sup> day of August, 1989.

C. E. E.  
Secretary

Grant 1. THIS INDENTURE OF LEASE WITNESSETH, That Educational Resources Center, Inc. a corporation organized under the laws of the State of Colorado hereinafter called the Landlord, does hereby demise and lease unto National Wildlife Action, Inc. hereinafter called the Tenant, the premises known and described as the leased space listed in Attachment A in the ----- Building at 855 Broadway in the City of Boulder, State of Colorado, for the term of one year

Term beginning on the first day of September, 1989 and ending on the last day of August, 1990 unless the term hereof shall be sooner terminated as hereinafter provided.

Rent 2. IN CONSIDERATION of said demise, the Tenant agrees to pay to the Landlord as rent for said premises for the full term aforesaid the total sum of Thirteen Thousand and Two Hundred and Eighty (\$13,280.00) Dollars, payable as follows: in twelve equal payments of \$1,106.67

which said sums shall be due and payable in advance on the first day of each and every calendar month during said term at the office of Landlord, or such other place in the City of Boulder as the Landlord from time to time in writing may designate.

#### SERVICES

1. The Landlord agrees, during the period of this lease:

To heat the demised premises whenever necessary during reasonable business hours or customary heating season.

To provide the use of the passenger elevators (if the building is so equipped) at all times during reasonable business hours, Sundays and holidays excepted.

To provide janitor service for the demised premises.

To cause to be supplied, during ordinary business hours, a reasonable amount of electric current for lighting said premises and public halls, during the time and in the manner customary in said building. Tenant agrees to use only such electric current as shall be supplied by Landlord for lighting and shall pay on demand for use of electric current for any other purpose, or for any waste of electric current.

Tenant agrees that Landlord shall not be held liable for failure to supply such heating, elevator, janitor or lighting services, or any of them, when such failure is not due to gross negligence on its part, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvements, or whenever, by reason of strikes, lockouts, riots, acts of God, or any other happening, Landlord is unable to furnish such services.

Tenant agrees that if any payments of rent as herein provided shall remain unpaid for more than twenty (20) days after the same shall become due, Landlord may, without notice to Tenant, discontinue furnishing lighting, heating and janitor services, or any of them, until all arrears of rent shall have first been paid and discharged, and that Landlord shall not be liable for damages, and that such action shall in no way operate to release Tenant from the obligations hereunder.

#### CHARACTER OF OCCUPANCY

4. Tenant agrees that the demised premises shall be used and occupied only as CONVENT MEETING and office space.

in a careful, safe and proper manner, and that it will pay on demand for any damage to the premises caused by the misuse of same by it, or its agents or employees.

That it will not use or permit the demised premises to be used for any purposes prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Boulder.

That it will not use or keep any substances or material in or about the demised premises which may vitiate or endanger the validity of the insurance on said building or increase the hazard of the risk, or which may prove offensive or annoying to other tenants of the building.

That it will not permit any nuisance in the demised premises.

#### ALTERATIONS

5. The Landlord shall have the right after reasonable notice to enter the demised premises to examine and inspect the same, or to make such repairs, additions, or alterations as it may deem necessary or proper for the safety, improvement or preservation thereof, and shall at all times have the right, at its election, to make such alterations or changes to other portions of said building as it

may from time to time deem necessary and desirable.

Tenant shall make no alterations in or additions to the demised premises without first obtaining the written consent of Landlord, and all additions or improvements made by the Tenant (except only movable office furniture) shall be deemed a part of the real estate and permanent structure thereon and shall remain upon and be surrendered with said premises as a part thereof at the end of the said term, by lapse of time, or otherwise, as is.

#### SUBLETTING

6. Tenant agrees that it will not sublet the demised premises, or any part thereof, nor assign this lease, or any interest therein, without the written consent of the Landlord first had and obtained.

#### INSOLVENCY

7. Any assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights hereunder to the said assignee without the written consent of the Landlord first having been obtained.

It is further agreed between the parties hereto that if Tenant shall be declared insolvent or bankrupt, or if any assignment of Tenant's property shall be made for the benefit of creditors or otherwise, or if Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a Receiver be appointed for the property of Tenant, whether under the operation of State or Federal statutes, then and in any such case, Landlord may, at its option, immediately, with or without notice (notice being expressly waived) terminate this lease and immediately retake possession of said premises, using such force as may be necessary, without being guilty of any manner of trespass or forcible entry or detainer, and without the same working any forfeiture of the obligations of Tenant hereunder.

In case the Tenant is adjudicated a bankrupt, or proceeds, or is proceeded against under any laws, State or Federal, for relief of debtors, or in case a receiver is appointed to wind up and liquidate the affairs of the Tenant, the Landlord, at its election, shall have a provable claim in bankruptcy or receivership in an amount equal to at least the sum of the last five monthly payments of the rental provided for herein, which sum is fixed and liquidated by the parties hereto as the minimum amount of the damages sustained by the Landlord as a result of the bankruptcy or receivership of the Tenant, and the amount of said damages may be satisfied, at the election of the Landlord, out of any moneys or securities deposited hereunder as security for the payment by the Tenant of the rent herein provided for.

#### BREACH

8. The Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant, and further agrees that if default be made by the Tenant in the payment of said rent, or any part thereof, or if the Tenant shall fail to observe or perform any of said conditions or agreements, and such default shall continue for a period of five (5) days, then and in that event, and as often as the same may happen, it shall be lawful for the Landlord, at its election, with or without previous notice, to terminate this lease and to re-enter and retake possession of said premises, with or without legal

and office equipment

Landlord to provide other services listed in accompanying offer/acceptance, including roofing.

Form 100-STANDARD OFFICE LEASE - B.S.M.A.

Boulder Publishing, 222 W. 1st Ave., Lakewood, CO 80114 - (303) 233-0200 - 4 of 4

Landlord consents to Tenant's right to remove two walls subject to the conditions in the accompanying offer/acceptance

proceedings, using such force as may be necessary, and to remove therefrom any personal property belonging to the Tenant without prejudice to any claim for rent or for the breach of covenants hereof, or without being guilty of any manner of trespass or forcible entry or detention.

#### PREMISES VACATED DURING TERM OF LEASE

9. If the Tenant shall abandon or vacate said premises before the end of the term of this lease, the Landlord may, at its option and without notice, enter said premises, remove any signs of the Tenant therefrom, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this lease, and, for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations or additions in or to said demised premises, as may, in the opinion of the Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting (after payment of all the costs and expenses of such repairs, changes or alterations, and the expense of such re-letting and the collection of rent accruing therefrom), each month to equal the monthly rental agreed to be paid by the Tenant under the provisions of this lease, then the Tenant agrees to pay such deficiency each month upon demand therefor.

#### REMOVAL OF TENANT'S PROPERTY

10. If the Tenant shall fail to remove all effects from said premises upon the abandonment thereof or upon the termination of this lease for any cause whatsoever, the Landlord, at its option, may remove the same in any manner that it shall choose, and store the said effects without liability to the Tenant; for less thereof, and the Tenant agrees to pay the Landlord on demand, any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the Landlord's possession; or the Landlord, at its option, without notice, may sell said effects, or any of the same, at private sale and without legal process, for such price as the Landlord may obtain, and apply the proceeds of such sale upon any amount due under this lease from the Tenant to the Landlord and upon the expense incident to the removal and sale of said effects, rendering the surplus, if any, to the Tenant.

#### LOSS OR DAMAGE TO TENANT'S PROPERTY

11. All personal property of any kind or description whatever in the demised premises shall be at the Tenant's sole risk, and the Landlord shall not be held liable for any damage done to or loss of such personal property, or for damage or loss suffered by the business or occupation of the Tenant arising from any act or neglect of tenants or other occupants of the building, or of their employees or the employees of the Landlord or of other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires, or from gases, or odors, or caused in any other manner whatsoever, except in the case of willful neglect on the part of the Landlord.

#### LIEN ON TENANT'S FURNISHINGS

12. The Tenant hereby conveys to the Landlord all of the personal property situated on the leased premises as security for the payment of all rentals due or to become due hereunder. Said property shall not be removed therefrom without the consent of the Landlord, until all rent due or to become due hereunder shall have first been paid and discharged. It is intended by the parties hereto that this instrument shall have the effect of a mortgage or lien upon such property, and the Landlord, upon default of the Tenant in the payment of rent, may take possession of said property either to its own use or to sell the same for the best price that can be obtained at public or private sale, and out of the money arising therefrom, pay the amount due the Landlord and all costs growing out of the execution of the provisions hereof, paying the surplus, if any, to the Tenant. If said property, or any portion thereof, shall be offered at public auction, the Landlord may become the purchaser thereof.

#### SURRENDER OF POSSESSION

13. The Tenant agrees to deliver up and surrender to the Landlord possession of said premises at the expiration or termination of this lease, by lapse of time or otherwise, in as good repair as when the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and decay, or damage to the elements occurring without the fault of the Tenant or other persons permitted by the Tenant to occupy or enter the demised premises or any part thereof, or by act of God, or by insurrection, riot, invasion or commotion, or of military or usurped power.

#### FIRE CLAUSE

14. If the demised premises or said building, shall be so damaged by fire or other catastrophe as to render said premises wholly untenable, and if such damage shall be so great that a competent architect, in good standing in the City of Boulder, County of

Colorado, selected by the Landlord, shall certify in writing to the Landlord and the Tenant that said premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within ninety (90) days from the happening thereof, then this lease shall cease

and fail to pay the agreed-upon rent, and failure to pay the rent (and removal of the two walls, however, the attached offer and acceptance constitutes an addition and partial modification of this lease.

and terminate from the date of the occurrence of such damage; and the Tenant thereupon shall surrender to the Landlord said premises and all interest therein hereunder, and the Landlord may reenter and take possession of said premises and remove the Tenant therefrom. The Tenant shall pay rent, duly apportioned, up to the time of such termination of this lease.

If, however, the damage shall be such that such an architect so shall certify that said demised premises can be made tenable within such number of days from the happening of such damage by fire or other catastrophe, then the Landlord shall repair the damage so done with all reasonable speed, and the rent shall be abated only for the period during which the Tenant shall be deprived of the use of said premises by reason of such damage and the repair thereof.

If said demised premises, without the fault of the Tenant, shall be slightly damaged by fire or other catastrophe but not so as to render the same untenable, the Landlord, after receiving notice in writing of the occurrence of the injury, shall cause the same to be repaired with reasonable promptness; but in such event, there shall be no abatement of the rent.

In case the building throughout be so injured or damaged, whether by fire or otherwise (though said demised premises may not be affected) that the Landlord within sixty (60) days after the happening of such injury, shall decide to reconstruct, rebuild, or raise said building, and shall enter into a bona fide, legal and binding contract therefor, then upon thirty (30) days' notice in writing to that effect given by the Landlord to the Tenant, this lease shall cease and terminate from the date of the occurrence of said damage, and the Tenant shall pay the rent, properly apportioned, up to such date, and both parties hereto shall be free and discharged of all further obligations hereunder.

#### ACCEPTANCE OF PREMISES BY TENANT

15. The taking possession of said premises by the Tenant shall be conclusive evidence as against the Tenant that said premises were in good and satisfactory condition when possession of the same was taken.

#### WAIVER

16. No waiver of any breach of any one or more of the conditions or covenants of this lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

#### AMENDMENT OR MODIFICATION

17. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this lease.

#### PAYMENTS AFTER TERMINATION

18. No payments of money by the Tenant to the Landlord after the termination of this lease, in any manner, or after the giving of any notice (other than a demand for the payment of money) by the Landlord to the Tenant, shall reinstate, continue or extend the term of this lease or affect any notice given to the Tenant prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Landlord possession of said premises, the Landlord may receive and collect any sums of rent due, or any other sums of money due under the terms of this lease, and the payment of such sums of money whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgment theretofore obtained.

#### HOLDING AFTER TERMINATION

19. It is mutually agreed that if, after the expiration of this lease, the Tenant shall remain in possession of said premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equivalent to the last monthly payment hereinbefore provided for, payable in advance on the same day of each month as above provided, all other terms and conditions of this lease remaining the same.

#### RULES AND REGULATIONS

20. It is further agreed that the following rules and regulations shall be made a part of this lease, and the Tenant agrees that its employees and agents, or any others permitted by the Tenant to occupy or enter said premises, will at all times abide by said rules and regulations and that a default in the performance and observance thereof shall operate the same as any other default herein:

(1) The sidewalks, entries, passages, stairways and elevators shall not be obstructed by the Tenant, or its agents, or used by them for any purpose other than ingress and egress to and from their offices.

(2) (a) Furniture, equipment or supplies shall be moved in or out of the building only upon the elevator designated by Landlord (if the building is so equipped) and then only during such hours and in such manner as may be prescribed by the Landlord.

(b) No sack or article, the weight of which may constitute a hazard or danger to the building or



its equipment, shall be moved into the premises.  
(c) Safes and other equipment, the weight of which is not excessive, shall be moved into, from or about the building only during such hours and in such manner as shall be prescribed by the Landlord, and the Landlord shall have the right to designate the location of such articles in the space hereby demised.

(3) Signs, notices, advertisements, or other inscriptions shall not be placed upon the transoms or upon any other part of the building except upon the glass of the doors and windows opening from the halls into the demised premises, and then only by such sign writers, and of such size, form and color, as shall be first specified by the Landlord.

(4) The light through the transoms and glass partitions opening into the halls and other parts of the building shall not be obstructed in any way by the Tenant.

(5) Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of the Tenant, its agents or employees, shall be paid for by the Tenant. No person shall waste water by tying back or wedging the faucets, or in any other manner.

(6) No animals shall be allowed in the offices, halls, corridors and elevators in the building.

(7) Bicycles or other vehicles shall not be permitted in the offices, halls, corridors and elevators in the building, nor shall any obstruction of sidewalks or entrances of the building by such be permitted.

(8) No person shall disturb the occupants of this or adjoining buildings or premises by the use of any radio or musical instrument or by the making of loud or improper noises.

(9) The Tenant shall not allow anything to be placed on the outside window ledges of the building, nor shall anything be thrown by the Tenant, its agents or employees, out of the windows or doors, or down the courts, elevator shafts, or skylights of the building.

(10) No additional lock or locks shall be placed by the Tenant on any door in the building unless written consent of the Landlord shall first have been obtained. A reasonable number of keys to the demised premises and to the toilet rooms will be furnished by the Landlord, and neither the Tenant, its agents or employees, shall have any duplicate key made. At the termination of this

tenancy, the Tenant shall promptly return to the Landlord all keys to offices, toilet rooms or vaults.

(11) The Landlord will equip the demised premises with window shades of uniform color, material and make, and the Tenant shall pay for any damage to same, when caused by the misuse or negligence of it, its agents or employees.

(12) No awnings shall be placed over the windows except by the consent of the Landlord.

(13) The Tenant, before closing and leaving the demised premises at any time, shall see that all windows are closed, in order to avoid possible damage from fire, storm or freezing.

(14) The Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business, in the demised premises. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the building.

(15) Any painting or decorating as may be agreed to be done by and at the expense of the Landlord shall be done during regular working hours; should the Tenant desire such work done on Sundays, holidays or outside of regular working hours, the Tenant shall pay for the extra cost thereof.

(16) The Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the demised premises or of the building, and any defacement, damage or injury caused by the Tenant, its agents or employees, shall be paid for by the Tenant.

(17) The Landlord shall have the right to enter the demised premises by its officers or agents, to enter the demised premises to inspect and examine the same, and to show the same to persons wishing to lease them, and may at any time within fifteen days next preceding the termination of this tenancy, place upon the doors and windows of the premises the notice "For Rent," which said notice shall not be removed by the Tenant.

(18) The Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful and desirable for the safety, care and cleanliness of the premises and for the preservation of good order therein.


21. The agreements, rules, conditions, and provisions on the attached offer to lease and acceptance constitute an addition and partial modification of this lease.
22. The addendum attached hereto is incorporated herein by reference.


However, Tenant may remove two walls subject to the conditions of the attached offer and acceptance and tenant may hang pictures and photographs on the walls upon reasonable notice.

#### QUITY POSSESSION

The Landlord shall warrant and defend the Tenant in the enjoyment and peaceful possession of the premises during the term hereof and all terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their heirs, administrators, executors, successors or assigns.

IN WITNESS WHEREOF, the said Landlord and Tenant have hereunto caused their respective names and seals to be affixed hereto in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

  
James R. Rafine, Executive Director  
(SEAL)

  
Vice-Chairman of the Board  
For Tenant National Wildlife  
Action, Inc.  
(SEAL)

**ATTACHMENT A TO LEASE BETWEEN  
EDUCATIONAL RESOURCES CENTER, INC. AND  
NATIONAL WILDLIFE ACTION, INC.**

The leased premises at 855 Broadway, Boulder, Colorado (referred to as "the building") are the following:

1. **FOR EXCLUSIVE POSSESSION DURING THE TERM OF THE LEASE:** all of the space shown on the attached diagram, located in the southeast corner of the top floor of the building, which is walled off, has two separate entrances, its own hallway, and is currently occupied by the University of Colorado Internal Auditing Department;
2. **FOR EXCLUSIVE POSSESSION DURING THE TERM OF THE LEASE:** 6 parking spaces (located in two rows of 3 spaces each) underneath the building;
3. **FOR SHARED USE WITH NO EXCLUSIVE POSSESSION:** the hallways, bathrooms and staircases in the building; the entry area on the ground floor of the building; and the living room/reception area on the first floor; Subject to the "Rules and Regulations -- Use of Common Space" which is part of the attached August 28, 1989 Lease Offer and Acceptance;
4. **FOR SHARED USE WITH THE ABILITY TO RESERVE THE SPACE IN ADVANCE FOR SHORT-TERM EXCLUSIVE USE:** the "classroom" located on the second floor of the building.



## NATIONAL WILDLIFE FEDERATION

Rocky Mountain Natural Resources Clinic  
Box 407, Fleming Law Building, Boulder, CO 80309

303 492-6552

28 August 1989

Educational Resources Center, Inc.  
855 Broadway  
Boulder, Colorado 80303

Re: Offer to lease a portion of 855 Broadway, Boulder, Colorado

National Wildlife Action, Inc.<sup>1</sup> offers to lease the following space located at 855 Broadway, Boulder, Colorado (referred to as "the building") from Educational Resources Center, Inc. (referred to as the "lessor"):

1. FOR EXCLUSIVE POSSESSION DURING THE TERM OF THE LEASE: all of the space shown on the attached diagram, located in the southeast corner of the top floor of the building, which is walled off, has two separate entrances, its own hallway, and is currently occupied by the University of Colorado Internal Auditing Department;
2. FOR EXCLUSIVE POSSESSION DURING THE TERM OF THE LEASE: 6 parking spaces (located in two rows of 3 spaces each) underneath the building;
3. FOR SHARED USE WITH NO EXCLUSIVE POSSESSION: the hallways, bathrooms and staircases in the building; the entry area on the ground floor of the building; and the living room/reception area on the first floor; (see attached "Rules and Regulations - Use of Common Space.")
4. FOR SHARED USE WITH THE ABILITY TO RESERVE THE SPACE IN ADVANCE FOR SHORT-TERM EXCLUSIVE USE: the "classroom" located on the second floor of the building.

The premises described in ¶¶ 1-4 are referred to as the "leased space."

### DURATION OF LEASE

This offer is for a twelve month lease, beginning September 1, 1989 and ending August 31, 1990. However, if the building is sold to Marianne Investments and Acquisitions and it requires possession of the leased space prior to August 31, 1990, National Wildlife Action will vacate if given written

<sup>1</sup> National Wildlife Action, Inc. is in the process of being formed as a Colorado Corporation.

notice at least 60 days in advance. However, in no event will National Wildlife Action vacate the leased space prior to July 1, 1990 and National Wildlife Action will only vacate the leased space prior to August 31, 1990 on the first of a month after June 30, 1990.

#### LEASE PAYMENT

National Wildlife Action offers to pay \$13,280<sup>2</sup> per year for the leased space, to be paid in twelve equal payments of \$1,106.67.

#### DEPOSIT

National Wildlife Action, Inc. shall deposit with lessor one months rent (\$1,106.67) as a damage deposit upon signing of the lease, to be fully refunded at the lease's expiration unless there is damage beyond ordinary wear and tear.<sup>3</sup>

#### SERVICES TO BE PROVIDED BY LESSOR

Lessor shall furnish water, sewer, heat, lighting, electricity, snow removal, trash removal, building maintenance and janitorial/cleaning service and supplies for both the common areas (including restrooms) and the leased space. Lessor shall also pay the property taxes and hazard insurance on the building and the leased space.

National Wildlife Action, Inc. shall be responsible for insuring its own personal property.

#### MODIFICATION OF LEASED SPACE

National Wildlife Action has the consent of the lessor to remove the two internal walls at the northeast end of the leased space described in ¶1 above, and the associated electrical and telephone lines within or attached to those walls, and to renovate the space to make one large meeting room. However,

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<sup>2</sup> The amount of this offer was calculated by subtracting the amount necessary to remove two internal walls and renovate the leased space (\$1,000) from the lease amount requested by lessor's manager.

<sup>3</sup> Renovation of the leased space described below shall not be construed to be damage to the building and no amount shall be deducted from the security deposit on account of this renovation.


Educational Resources Center, Inc.  
28 August 1989  
Page 3

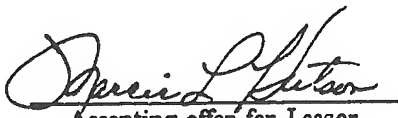
National Wildlife Action agrees: (1) National Wildlife Action shall bear all costs for such removal and renovation; and (2) National Wildlife Action ensures that the removal and renovation will be done in a sound workman-like manner.<sup>4</sup>  
(See attached addendum.)

#### SIGNING LEASE AND TERM OF OFFER

National Wildlife Action and lessor shall, within sever. days from the acceptance and delivery of this offer, reach an agreement on the details of the lease or this offer shall become void.

This offer shall become void if not accepted and returned to counsel for National Wildlife Action, Inc.<sup>5</sup> by 5:00 pm on Tuesday August 29, 1989.

  
Thomas J. Dougherty, chairman of  
the board of Lessee, National  
Wildlife Action, Inc.

  
Accepting offer for Lessor  
(as revised)

Date: Aug 28, 1989

Date: 8/29/89

<sup>4</sup> Lessor agrees to provide a scrap piece of matching carpeting to cover the floor where the two walls to be removed are presently located. This piece of matching scrap carpeting is currently located in the supply/equipment room in the southwest corner of the building's top floor.

<sup>5</sup> Counsel for National Wildlife Action, Inc. is Thomas D. Lustig, Room 160, Fleming Law Building, University of Colorado, Boulder, Colorado 80309, 303/492-6552.

EDUCATIONAL RESOURCES CENTER  
955 Broadway, Boulder, Colorado

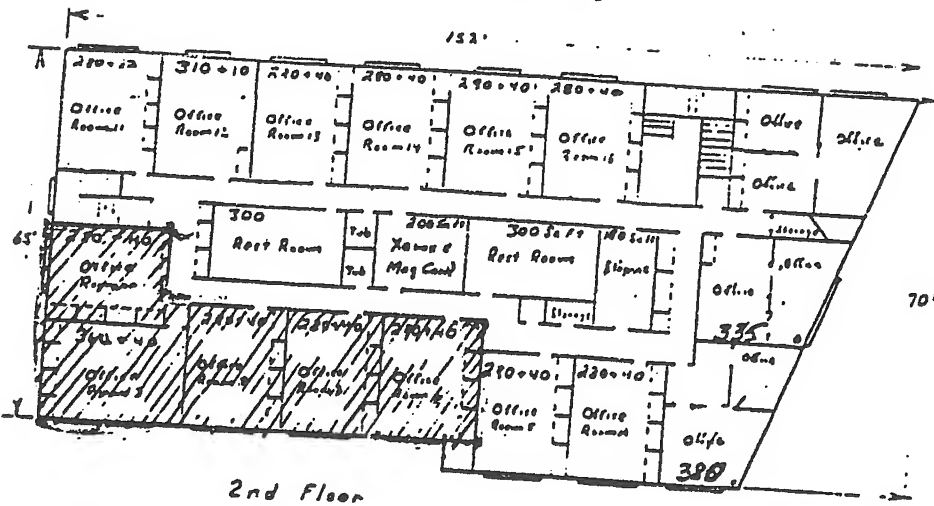


EXHIBIT "A" to Lease Agreement between The Educational Resources Center, Inc.,  
and The Regents of the University of Colorado dated October 22, 1986.

University of Colorado  
Buying & Contracting Dept

Document No. 8246H

## **RULES AND REGULATIONS - USE OF COMMON SPACE**

A. Tenant covenants and agrees with Landlord to obey the following Rules and Regulations:

1. Loading. All loading and unloading of goods shall be done only at the time, in the areas, and through the entrances designated for such purposes by Landlord.
2. Deliveries. The delivery or shipment of merchandise, supplies, and fixtures to and from the leased property shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the building.
3. Refuse. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord.
4. Aerials. No aerial shall be erected on the roof or exterior walls of the building in which the leased property is located, or on the grounds, without, in each instance, the written consent of the Landlord. Any aerial so installed without written consent shall be subject to removal without notice at any time.
5. Noise. No loudspeakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the leased property without the prior written consent of the Landlord.
6. Temperature. Tenant shall keep the leased property at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. Rubbish. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. Parking. The Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by the Landlord. Tenant shall furnish Landlord with automobile license numbers assigned to Tenant's car or cars of the Tenant's employees after taking possession of the leased property and shall thereafter notify the Landlord of any changes within five days after such changes occur.
9. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant, who shall, or whose employees, agents, or invitees shall, have caused it.
10. Burning. Tenant shall not burn any trash or garbage of any kind in or about the building.
11. Surrender. Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Landlord the leased property broom clean, in good order and condition, ordinary wear excepted.

12. Obstructions. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant ~~or used for any purpose.~~

B. Common Areas. Common space in the Educational Resources Center (ERC) Building includes the classroom, living room north of the aisle between the foyer and classroom, and the kitchen area for meal preparation. This common space is equal to approximately twelve percent (12%) of the total rentable space in the ERC Building. Tenants are entitled to reserve these facilities on a first-come-first-served basis, except that, in the event it becomes necessary to ration use of this space, each tenant shall be entitled to use these facilities based on the ratio of the square feet of floor area contained in Tenant's leased premises to the total rentable square feet in the ERC Building.

The classroom may be reserved by signing up on the chart on the classroom door. The living room and kitchen must be reserved through the ERC Business Office.

The only parking for visitors provided by the ERC is in the lot immediately north of the ERC Building. Tenants must make their own parking arrangements for visitors attending large meetings scheduled at the ERC Building. Visitors shall not park in the reserved spaces under and around the ERC Building.

C. Use of Office Equipment. Use of SSEC copy machines, mail room facilities and the SSEC Word Processing Center is available to all ERC tenants at rental rates established by the SSEC Business Office to cover the costs of this equipment. Arrangements for the use of any of the above equipment must be made through the Business Office. SSEC will have first priority of use on its own machines.

D. Rule Changes. Tenant agrees that Landlord may amend, modify, delete, or add new and additional reasonable rules and regulations for the use and care of the leased property, the building of which the leased property is a part, and the common use area.

E. Notice. Tenant agrees to comply with all the rules and regulations upon notice to Tenant from the Landlord or upon the posting of the same in such place within the building in which the leased property is situated as the Landlord may designate, provided that such rules and regulations shall apply uniformly to all of the tenants of the building.



ADDENDUM

Tenant Improvement Changes. In the event Tenant desires to construct office space, additional electrical power wiring, or make any interior improvements within the leased premises, prior written approval of the Landlord must be obtained by the Tenant as to dimensions, location, and materials used in such construction. Any and all Tenant improvements shall be made at Tenant's own expense. It is understood that Tenant shall be allowed to install a dedicated power line for its use. Tenant shall, however, obtain the necessary permits from the City of Boulder and County of Boulder Building Departments, and shall save and hold Landlord harmless from any and all claims or demands for materials and/or labor liens filed against the property. All electrical service and interior improvements shall remain attached to and become part of the real property and shall become the property of the Landlord upon the expiration of this Lease.

CLARIFICATION TO ADDENDUM

The Landlord hereby gives his consent to the tenant's removing of the two internal walls at the northeast end of the leased space described in ¶1 of attachment A, as well as the associated electrical and telephone lines within or attached to those walls, and to the tenant's renovating that space to make one large meeting room.

However, the landlord's consent is conditioned upon:

1. Tenant shall bear all expenses of the removal and renovation;
2. A sign shall be posted during removal/renovation informing all contractors/workmen that the cost of such work is solely the tenant's responsibility;
3. Tenant shall obtain any required permits from the City and County of Boulder for such removal/renovation; and
4. The removal/renovation shall be done in a sound workman-like manner.

Form **8718**

Rev. January 1989

Department of the Treasury  
Internal Revenue Service**User Fee for Exempt Organization  
Determination Letter Request**

▶ Attach to determination letter applications.

190 3

For IRS Use Only

Control number

Amount paid

User fee screener

1 JAN 12 1990 26243  
300.00  
180

1 Name of organization

Natural Wildlife Action

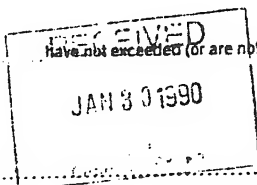
2 Type of request (check only one box and include a check or money order made payable to Internal Revenue Service for the amount of the indicated fee)

Fee

- ☐ Initial request for recognition of tax-exempt status under section 501(a) (except a section 401(a) trust) by an organization whose gross receipts have not exceeded (or are not expected to exceed) \$10,000 annually, averaged over its first four taxable years. If you check this box you must complete the income certification below . . . . . \$ 150

**Certification**

I hereby certify that the gross receipts of \_\_\_\_\_  
(enter name of organization)  
expected to exceed) \$10,000 annually, averaged over its first four years of operation.



Signature ▶ \_\_\_\_\_ Title \_\_\_\_\_

- ☐ All other initial requests for recognition of tax-exempt status under section 501(a) or 521 (except a section 401(a) trust) . . . . . \$ 300
- ☐ Private foundation which has completed a section 507 termination and which seeks a determination letter that it is now a public charity . . . . . \$ 200

**Instructions**

The Revenue Act of 1987 requires payment of a user fee for determination letter requests submitted to the Internal Revenue Service. The fee must accompany each request submitted to a key district office.

The fee for each type of request for an exempt organization determination letter is listed in item 2 of this form. Check the block that describes the type of request you are submitting, and attach this form to the front of your request form along with a check or money order for the amount indicated. Make the check or money order payable to the Internal Revenue Service.

Determination letter requests received with no payment or with an insufficient payment will be returned to the applicant for submission of the proper fee. To avoid delays in receiving a determination letter,

be sure that your application is sent to the applicable address shown below. These addresses supersede the addresses listed in Publication 557 and all application forms.

If entity is in  
this IRS DistrictSend fee and request  
for determination  
letter to this address

Brooklyn, Albany  
Arlington, Boston, Buffalo  
Burlington, Hartford  
Mannhattan, Portsmouth  
Providence

Internal Revenue Service  
EP/EO Division  
P.O. Box 1660, Leno  
Brooklyn, NY 11202

Baltimore, District of  
Columbia, Pittsburgh  
Richmond, Newark  
Philadelphia  
Washington and U.S.  
possession or foreign  
country

Internal Revenue Service  
EP/EO Division  
P.O. Box 17012  
Baltimore, MD 21203

Cincinnati, Cleveland  
Detroit, Indianapolis  
Louisville, Parkersburg

Internal Revenue Service  
EP/EO Division  
P.O. Box 3159  
Cincinnati, OH 45201

Dallas, Albuquerque,  
Austin, Cheyenne,  
Denver, Houston,  
Oklahoma City, Phoenix,  
Salt Lake City, Wichita

Internal Revenue Service  
EP/EO Division  
Mail Code 4950 DAL  
1100 Commerce Street  
Dallas, TX 75242

Atlanta, Birmingham,  
Columbus, FL  
Lauderdale, Greensboro,  
Jackson, Jacksonville,  
Little Rock, Nashville,  
New Orleans

Internal Revenue Service  
EP/EO Division  
C-1130  
Atlanta, GA 30301

Albuquerque, Las Vegas,  
Bosco, Los Angeles,  
Honolulu, Portland,  
Laguna Niguel, San  
Jose, Seattle

Internal Revenue Service  
EO Application Receiving  
Room 5127, P.O. Box 486  
Los Angeles, CA 90053 0486

Sacramento  
San Francisco

Internal Revenue Service  
EO Application Receiving  
Room SF 4446  
P.O. Box 35001  
San Francisco, CA 94102

Chicago, Aberdeen, Des  
Moines, Fargo, Helena,  
Milwaukee, Omaha,  
St. Louis, St. Paul,  
Springfield

Internal Revenue Service  
EP/EO Division  
230 S. Dearborn DPN 275  
Chicago, IL 60604

Attach Check or Money Order Here

Internal Revenue Service

Department of the Treasury

District  
Director

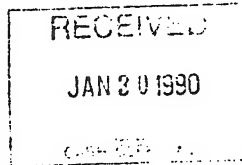
1100 Commerce St., Dallas, Texas 75242

► National Wildlife Action  
855 Broadway  
Boulder, Colorado 80302

Person to Contact: User Fee Processor

Telephone Number: (214) 767-3006 or 767-3021  
or 767-9653  
Refer Reply to: User Fee Area MC:4950 DAL

Date:



Dear Sir or Madam:

We received your request for a determination letter. However, the user fee required to be paid for the request was not included, or the amount included was not sufficient for the type of request submitted. Please read the enclosed Form 8718, User Fee for Exempt Organizations Determination Letter Request, which explains the fee and lists the amount due for each type of request. This also includes 501(C) applications.

If other items are missing or incomplete, these items are identified on the enclosed L1042, also submit items requested in that letter. Please submit \$300.00 within 30 days from the date of this letter so that we may process your request.

BE SURE TO ATTACH A COPY OF THIS LETTER TO YOUR REPLY.

If you have questions about this matter, please contact the person whose name and telephone number are shown above.

Sincerely,

A handwritten signature in cursive script that reads "Gary O. Booth".

Gary O. Booth  
District Director

Enclosures:  
Form 8718  
Copy of this letter

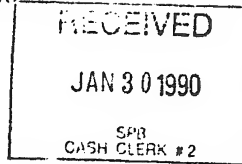
\*Please see Form 8718 to determine fee amount.

NATIONAL WILDLIFE ACTION  
855 Broadway  
Boulder, CO 80302

By Federal Express

January 29, 1990

Gary O. Booth  
District Director  
Internal Revenue Service  
EP/EO Division  
Mail Code 4950  
1100 Commerce Street  
Dallas, Texas 75242



Attn: Exempt Organization Examiner

Re: EP/EO:SPB;Case # 750010060

Dear Sir or Madam:

Please accept for resubmission the application of National Wildlife Action for recognition of exemption under section 501(c)(4) of the Internal Revenue Code. The application is being returned at this time with the additional items requested by your letter of January 12, 1990.

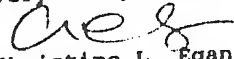
The additional items enclosed are:

1. A User Fee of \$300. (Check #01100)
2. A statement of receipts and expenditures and a balance sheet for the current year of operation (9/89 - 12/89). This financial information supplements the proposed budgets for FY 91 and FY 92, previously submitted with Part IV of this application.

Should there be any additional information required or should you have any questions, please contact the undersigned as follows:

Christine L. Egan  
1400 Sixteenth Street, NW  
Washington, D.C. 20036  
(202)797-5480

Thank you for your promptest attention to this application.

Very truly yours,  
  
Christine L. Egan  
Secretary

Enclosures

Date: JAN 12, 1990

NATIONAL WILDLIFE ACTION  
855 BROADWAY  
BOULDER, CO 80302

Case Number: 750010060

OMB Clearance Number: 1545-0057

Contact Name:  
EXEMPT ORGANIZATION EXAMINER  
Contact Telephone Number:  
(214) 767-6515  
Contact Address:  
1100 COMMERCE ST MAIL CODE 4950  
DALLAS, TX 75242  
In Reply Refer to:  
EP/EO:SPB  
Notification Response Date:  
FEB. 11, 1990

RECEIVED

JAN 30 1990

Dear Applicant:

We are returning your application for recognition of exemption from Federal income tax under section 501(a) of the Internal Revenue Code because the application has not been fully completed.

We will be glad to consider your application if you will complete and return it with the items listed on the enclosed sheet by the notification response date shown above. If you return it within that time, we will consider it received on the original submission date for purposes of notification under section 505(c) or 508(a) of the Code. If we do not hear from you by the notification response date, we will not take any further action on your application. However, an extension of time to submit the requested information may be granted for good cause. If you need an extension, you must request it before the notification response date.

You may be required to file Federal income tax returns if you do not take any further action to complete your application.

When we receive the items requested, the preliminary screening of your application will be complete. Your application will then be assigned to an Exempt Organizations Specialist for technical consideration. The Specialist may need to request additional information to make a determination of exempt status.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Sincerely yours,

*Gary D. Booth*  
Gary D. Booth  
District Director

Enclosures:  
Your application  
Copy of this letter  
List of missing items  
Form 8718

LTR 1042 (00/00)

**NATIONAL WILDLIFE ACTION**

**List Of Missing Items**

If the organization has not yet begun operations, a proposed budget for two full accounting periods, and a statement as to the current assets and liabilities of the organization.

If the organization has begun operations, but has been in existence for less than one year, a proposed budget for two full accounting periods, a statement of receipts and expenditures, and a balance sheet for the current year.

If the organization has begun operations, and has been in existence for more than one year, a statement of receipts and expenditures and a balance sheet for the current year and the three immediate prior years (or the years the organization was in existence, if less than four years).

The user fee payment was not submitted with the request. The payment required for this type of request is \$300. (See Form 8713, User Fee for Exempt Organization Determination Letter Request.) If this is a timely resubmission of a request for which the fee was previously paid, send evidence of the previous submission, such as a copy of Letter 1042(DO/CG) or a copy of the cancelled check for the user fee paid with the previous submission.

# Natural Wildlife Action

\*\* FOR COMPLETE AND ACCURATE PROCESSING OF YOUR APPLICATION  
PLEASE PROVIDE THE FOLLOWING ITEMS WHICH ARE CHECKED BELOW

- ☐ 1. The application must be signed & dated by a principle officer listed on page 2 (form 1023) or page 3 (form 1024).
- ☐ 2. If the organization has not yet commenced operations, a proposed budget for two full accounting periods, and a statement as to the current assets and liabilities of the organization.
- ☒ 3. If the organization has commenced operations, but has been in existence for less than one year, a proposed budget for two full accounting periods, and a statement of receipts and expenditures, and a balance sheet for the current year. 8/89 - 12/89
- ☐ 4. If the organization has commenced operations, and has been in existence for more than 1 year, a statement of receipts and expenditures and a balance sheet for the current year and the three immediate prior years (or the years the organization was in existence).
- ☐ 5. Your Articles of Incorporation must be submitted bearing the endorsement from the Secretary of State. This endorsement is located on the first page of your actual articles. (MUST BE STATE STAMPED)
- ☐ 6. A trust instrument by which the organization is created with at least two signatures from trustees.
- ☐ 7. A constitution or any other instrument by which the organization is created with at least two signatures from principle officers.
- ☐ 8. By-laws or a statement that there are no by-laws.
- ☐ 9. If the by-laws are your only governing instrument, a signed statement to that effect.
- ☐ 10. An employer identification number is required even if you do not have employees. If you do not have one, complete & return the enclosed form 990.
- ☒ 11. Complete the enclosed form 2848, POWER OF ATTORNEY and Declaration of Representative, if you wish to be represented by your attorney or agent in this matter.
- ☐ 12. Refer to the application and complete items marked.
- ☐ 13. A processing fee is required. See attachments.
- ☐ 14. If you have any questions, please have an officer who is authorized or a person authorized by power of attorney (submit Form 2848), call the toll-free number as listed on Letter 1042.

WE WILL BE NOT RESPONSIBLE FOR REQUESTS THAT ARE RETURNED TO US INCOMPLETE. IF YOU RESUBMIT THE REQUEST WITHIN 90 DAYS OF THE DATE IT IS RETURNED, NO ADDITIONAL PAYMENT WILL BE REQUIRED. IF YOU RESUBMIT YOUR REQUEST MORE THAN 90 DAYS AFTER THE DATE IT IS RETURNED, A NEW PAYMENT IS REQUIRED.

FOR COMPLETE AND ACCURATE PROCESSING OF YOUR APPLICATION  
PLEASE PROVIDE THE FOLLOWING ITEMS WHICH ARE CHECKED BELOW

- The application must be signed & dated by a principle officer listed on page 1 (Form 1023) or page 3 (Form 1024).
- 2. If the organization has not yet commenced operations, a proposed budget for two full accounting periods, and a statement as to the current assets and liabilities of the organization.
- ✓ 3. If the organization has commenced operations, but has been in existence for less than one year, a proposed budget for two full accounting periods, and a statement of receipts and expenditures, and a balance sheet for the current year. 8/89-12/89
- 4. If the organization has commenced operations, and has been in existence for more than one year, a statement of receipts and expenditures and a balance sheet for the current year and the three immediate prior years (or the years the organization was in existence).
- 5. Your Articles of Incorporation must be submitted bearing the endorsement from the Secretary of State. This endorsement is located on the first page of your actual articles. (MUST BE STATE STAMPED)
- 6. A trust instrument by which the organization is created with at least two signatures from trustees.
- 7. A constitution or any other instrument by which the organization is created with at least two signatures from principle officers.
- 8. By-laws or a statement that there are no by-laws.
- 9. If the by-laws are your only governing instrument, a signed statement to that effect.
- 10. An employer identification number is required even if you do not have employees. If you do not have one, complete & return the enclosed Form SS-4.
- 11. Complete the enclosed Form 2848, POWER OF ATTORNEY and Declaration of Representative, if you wish to be represented by your attorney or accountant in this matter.
- ✓ 12. Refer to the application and complete items marked.
- ✓ 13. A processing fee is required. See attachments.
- 14. If you have any questions, please have an officer who is authorized or a person authorized by power of attorney (submit Form 2848), call the person whose number is listed on Letter 1042.

"USER FEES ARE NOT REFUNDABLE FOR REQUESTS THAT ARE RETURNED TO THE SUBMITTER AS INCOMPLETE. IF YOU RESUBMIT THE REQUEST WITHIN 90 DAYS FROM THE DATE IT IS RETURNED, NO ADDITIONAL PAYMENT WILL BE REQUIRED. HOWEVER, IF YOU RESUBMIT YOUR REQUEST MORE THAN 90 DAYS AFTER THE DATE OF RETURN, ANOTHER USER FEE PAYMENT IS REQUIRED."



NATIONAL WILDLIFE ACTION  
855 Broadway  
Boulder, CO 80302

RECEIVED

DEC 27 1989

December 20, 1989

Internal Revenue Service  
EP/EO Division  
Mail Code 306  
1100 Commerce Street  
Dallas, Texas 75242

Dear Gentlemen:

Enclosed please find the application of National Wildlife Action for recognition of exemption under section 501(c)(4) of the Internal Revenue Code.

Please contact me directly at (202)797-5480 should you have any questions.

Thank you for your promptest attention to this application.

Very truly yours,



Christine L. Egan  
Secretary

Enclosures